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This instrument prepared by and return to:  
Brian Belt, Esq.  
Shutts & Bowen LLP  
1500 Miami Center  
201 South Biscayne Boulevard  
Miami, Florida 33131

**INSTR # 5061178**  
**OR BK 03362 PG 2486**  
RECORDED 02/09/01 12:38 PM  
CHARLIE GREEN CLERK OF COURT  
LEE COUNTY  
RECORDING FEE 136.50  
DEPUTY CLERK C Keller

**SEVENTY-THIRD SUPPLEMENT TO THE**  
**DECLARATION AND GENERAL PROTECTIVE COVENANTS**  
**FOR PELICAN LANDING**

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This Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing (this "Supplement") is made this 18th day of December, 2000 by and among WCI Communities, Inc., a Delaware Corporation, as successor by merger to WCI Communities Limited Partnership, a Delaware limited partnership, as successor to Pelican Landing Communities, Inc., formerly known as Westinghouse Bayside Communities, Inc., a Florida corporation which was the "Declarant" under that particular Amended and Restated Declaration and General Protective Covenants for Pelican Landing (for purposes of this Supplement, WCI Communities, Inc. is referred to in this Supplement as "Declarant"); Pelican Landing Community Association, Inc., a Florida corporation not for profit (the "Association"); and Pelican Landing Timeshare Ventures Limited Partnership, a Delaware limited partnership, a (the "Timeshare Developer"); and joined in by Hyatt Equities, L.L.C., a Delaware limited liability company for the purposes of Section 4.4 of this Supplement.

**BACKGROUND:**

A. Declarant recorded an "Amended and Restated Declaration and General Protective Covenants for Pelican Landing" at Official Records Book 2198, Pages 1873 of the Public Records of Lee County, Florida, as subsequently amended and supplemented (collectively, the "Declaration"). Pursuant to the provisions of the Declaration certain real property referred to in the Declaration as "Properties" was subjected to the terms of the Declaration. Such Properties previously submitted to the Declaration are included in the legal description set forth in Exhibit "A" attached to this Supplement.

B. Declarant desires to supplement the Declaration, as set forth in this Supplement.

C. The Timeshare Developer is an affiliate of Declarant and the owner of certain real property identified in Exhibit "B" attached to this Supplement (the "Timeshare Property"). Pursuant to Section 8 of Article 10 of the Declaration, if Declarant conveys any Unit to an affiliate of Declarant, assessments as to such portion of the Properties will not commence until such time as designated by Declarant in a Supplemental Declaration.

D. Pursuant to Section XII, Article 2(j) of the Declaration, Declarant is authorized to designate a portion of the Property for the use and development of timeshare units. For purposes of this Supplement, a (i) "timeshare unit" means a timeshare residential unit in which time share intervals are sold and (ii) a "timeshare interval" is a fractional fee simple or other fractional interest in a timeshare unit which entitles the holder thereof to occupy the timeshare unit for a specified period of time. (A timeshare unit shall be considered a single timeshare unit, notwithstanding that it may be subject to a lockout or splitting type of configuration or arrangement.) Declarant intends to authorize and approve development of the Timeshare Property for the development and use of timeshare units.

E. Declarant caused the Association to be formed. The Association was granted, delegated and assigned certain powers and duties with regard to the Properties and holds title to certain real and personal property referred to in the Declaration as General Common Area(s) and Exclusive Common Area(s). The real property owned by the Association includes a beach park, which beach park is legally described in Exhibit "C" attached to this Supplement (the "Beach Park") and which has been designated as General Common Areas.

F. Section 16 of Article I of the Declaration defines General Common Area to be real or personal property of the Association which is used for the common use and enjoyment of all Members.

G. Subject to certain conditions and exceptions, as set forth below in this Supplement, the Beach Park and all Association property (including, without limitation, the Association shuttle boat operated for the purpose of conveying passengers to and from the Beach Park) located on or upon, or to the extent used in connection with, the Beach Park (the Beach Park and all such other Association property are collectively referred to as the "Beach Park Facilities") is the only property of the Association which will be used by the "Timeshare Users" (as term is subsequently defined).

H. Pursuant to Section 3 of Article II of the Declaration, and with respect to Exclusive Common Area and other property of the Association for which some Members generally do not have the right of use and benefit, assessments are to be paid only by those owners of the Property which have the right of use and benefit of such property.

I. Declarant caused the Beach Park to be conveyed to the Association with the intent that the Beach Park Facilities could be used by all Members of the Association, unless designated to the contrary by Declarant.

J. Declarant and the Timeshare Developer desire to: (i) pursuant to the provisions of the Declaration, confirm the status of the Timeshare Developer as a Member, and the status of owners of each timeshare interval ("Interval Owners") as Members, of the Association; (ii) reaffirm that the Beach Park Facilities are considered, and have been designated as, General Common Areas available for the use of all Timeshare Users; (iii) provide that the Timeshare Users generally shall not have the right of the use and benefit of Association property other than the Beach Park Facilities, except as provided to the contrary in the Declaration, or any Supplement thereto as executed by Declarant and the Timeshare Developer; and (iv) generally provide that the Timeshare Property shall not be subject to any form of control, limitation or restriction by the Association or Declarant (except as now or hereafter agreed to by Declarant and the Timeshare Developer). The term "Timeshare Users" means Interval Owners, members of any vacation club or multisite timeshare plan which includes the Timeshare Property as a component site, exchangers, and the

guests, invitees, licensees, lessees, and transient renters of any such persons, and such persons as may lawfully be entitled to use the Timeshare Property.

K. In order to protect the rights of Members of the Association other than the Timeshare Developer and the Interval Owners, and to assure that neither the Timeshare Developer nor Timeshare Users will use any of the Association property (subject to the terms of this Supplement and the Declaration) except for the Beach Park Facilities, Declarant intends to designate all Association property, except for the Beach Park Facilities, as property which is unavailable for the use and benefit of the Timeshare Developer and the Timeshare Users.

L. Pursuant to Section 2 of Article XIII of the Declaration, Declarant has the right until the termination of the "Class "B" Control Period" to unilaterally amend the Declaration, and to require the Association to join in such amendments. The "Class "B" Control Period has not ended.

TERMS:

1. Recitals. The foregoing recitals are true and accurate and are hereby incorporated by reference.

2. Definitions. Capitalized terms which are not otherwise defined in this supplement shall have the same meaning ascribed to such terms in the Declaration.

3. Timeshare Authorization and Subsequent Submission to Declaration. Pursuant to Article XII, Section 2(j) of the Declaration (which provides in part that Declarant may consent to timeshare development on any portion of the Properties), Declarant hereby consents to the development of the Timeshare Property in any form of a timeshare project in one or more phases. Pursuant to Section 1, Article VIII of the Declaration, Declarant hereby subjects the Timeshare Property to, and annexes the Timeshare Property into the Declaration, subject to the provisions of this Supplement. Such rights shall inure to the benefit of any successors of the Timeshare Developer, which shall include, without limitation, Interval Owners. At any time during which a Timeshare User is in occupancy of a timeshare unit, such Timeshare User shall have the

same rights to use of the Beach Park Facilities as Interval Owners. Declarant and the Timeshare Developer reserve the right to amend the legal description of the Timeshare Property by additional supplements to the Declaration executed by Declarant and the Timeshare Developer, without consent of any other party and without waiving or limiting any of the other rights of Declarant or the Timeshare Developer.

4. Members of the Association.

4.1 Prior to the sale by the Timeshare Developer of the first timeshare interval, the Timeshare Developer shall cause a not-for-profit association (the "Timeshare Association") to be formed for the purpose of administering the Timeshare Property and for such other purposes as the Timeshare Developer shall deem appropriate and as shall be set forth in a declaration to be filed of record by the Timeshare Developer with respect to all or a portion of the Timeshare Property (the "Timeshare Declaration"). Contemporaneously with the execution of this Supplement, the Timeshare Developer has become a member of the Association. The Timeshare Developer may submit the Timeshare Property to the Timeshare Declaration in phases, since the Timeshare Developer may cause the Timeshare Property to be developed in phases. Upon submission to the Timeshare Declaration of any timeshare unit, (a) such timeshare unit shall be considered a "Unit" as defined in Section 34 of Article I of the Declaration, and (b) upon each Interval Owner's purchase of an Interval Interest such Interval Owner shall be a Member of the Association, with a fractional membership interest in the Association equal to the percentage interval interest held by such Interval Owner in the respective timeshare unit. Pursuant to Section 2(a) of Article III of the Declaration, each timeshare unit shall be entitled to one vote in the Association, which vote shall be cast by the Timeshare Association, under such guidelines and requirements as shall be set forth in the Timeshare Declaration.

4.2 The Timeshare Developer agrees to pay to the Association an initial capital contribution of One Thousand Dollars (\$1,000) for each timeshare unit submitted to the Timeshare Declaration.

4.3 Notwithstanding that the Interval Owners shall be Members of the Association, except as expressly set forth in this Supplement or as otherwise agreed to in writing

by Declarant and the Timeshare Developer, Declarant and the Association shall have no authority or power of any kind under the Declaration, Articles, Bylaws or rules and regulations with respect to the use, operation, development, maintenance or construction of the Timeshare Property or with respect to the levy of charges or assessments against the Timeshare Property (except with respect to the imposition of the liens as set forth in Article X of the Declaration for assessments with respect to the Timeshare Property as set forth in this Supplement). Further, the provisions of Articles XI and XII of the Declaration shall not apply to the Timeshare Property.

4.4 The parties acknowledge that Article III, Section 2(a)(i) of the Declaration provides that each timeshare unit shall have one (1) vote in the Association for each timeshare unit. The parties further acknowledge that as a result of such allocation of votes, each timeshare unit's share of assessments (only with respect to the Beach Property) would be based upon the proportionate share of votes held by such timeshare unit in relation to the total number of votes held by all Members of the Association. Notwithstanding the foregoing, the Timeshare Developer has agreed that the Timeshare Property shall pay the "Timeshare Annual Allocated Share of Assessments" (as such term is subsequently defined). For purposes of this Supplement, the term "Timeshare Annual Allocated Share of Assessments" means, with respect to a particular fiscal year of the Association, the product of (a) the total for such fiscal year of all actual Association costs, fees, expenses and capital expenditures attributable solely to the Beach Park Facilities, multiplied by (b) the "Timeshare Use Percentage" (as such term is subsequently defined). Notwithstanding the foregoing sentence, the Association shall not in any fashion assess the Timeshare Property for capital expenditures other than capital expenditures made for the purpose of replacing, maintaining, and repairing existing Beach Park facilities and improvements. The Timeshare Use Percentage means, as to any particular fiscal year of the Association, the percentage of users of the Beach Park that were Timeshare Users. The obligation to pay the Timeshare Annual Allocated Share of Assessments shall be an obligation of the Timeshare Association and the Timeshare Declaration shall provide that each Interval Owner's interest shall be subject to a pro rata assessment for same, and that such interest shall be subject to a lien in favor of the Timeshare Association for the non-payment thereof. Pursuant to the Sixty-Eighth Supplement to the Declaration and Protective Covenants recorded in Official Records Book 3052,

Page 1817 of the Public Records of Lee County, Florida (the "Sixty-Eighth Supplement"), the Association and the Hotel/Conference Center are to operate separate shuttle boats to the Beach Park. While the Timeshare Association or the Timeshare Developer anticipate entering into an agreement with the owner of the Hotel/Conference Center for the Timeshare Users to use the Hotel/Conference Center shuttle boat rather than the Association shuttle boat, in the absence of such agreement Timeshare Users and their guests and invitees shall utilize the Association shuttle boat. The actual Timeshare Use Percentage for any fiscal year shall be determined by reviewing the records of each shuttle boat captain. Each captain of the Association and Hotel/Conference Center shuttle boat shall be required to keep records of the number of persons traveling to the Beach Park on such shuttle boat, in order that the Timeshare Use Percentage may be accurately calculated. Since Common Assessments shall be billed annually in advance, the initial estimate of the Timeshare Annual Allocated Share of Assessments for each fiscal year will be calculated by obtaining the product of (a) the actual Timeshare Use Percentage for the prior fiscal year, times (b) the projected costs, fees and expenses of the Association, as set forth in the Association's budget, which are attributable solely to the Beach Park Facilities. After the end of each fiscal year the actual Timeshare Annual Allocated Share of Assessments for such fiscal year will be calculated. To the extent that it is determined that the initial estimated payment of the Timeshare Annual Allocated Share of Assessments during any fiscal year exceeded the actual Timeshare Annual Allocated Share of Assessments for such fiscal year, then, the Timeshare Association shall receive a credit for such overpayment against the next fiscal year's payment of the estimated Timeshare Annual Allocated Share of Assessments. To the extent that it is determined that the initial estimated Timeshare Annual Allocated Share of Assessments during any fiscal year was less than the actual Timeshare Annual Allocated Share of Assessments for such fiscal year, then, the Timeshare Association shall pay such deficiency with its next fiscal year's payment of the estimated Timeshare Annual Allocated Share of Assessments. (For purposes of determining the estimated Timeshare Use Percentage during the first partial and full year, it shall be assumed that during such portion of such year as any portion of the Timeshare Property is ready for occupancy, the Timeshare Use Percentage (calculated on a pro rata basis for the portion of the calendar year during which the Timeshare is completed or partially completed for occupancy or use by its guests) will be ten percent (10%)). The Association and Timeshare Association shall have the right to

review and audit the other's records with respect to Beach Park matters, costs and use on an annual basis. The foregoing sentence shall not operate to waive or limit any rights which the parties may possess under applicable law to review such records.

The Association, Declarant and the Timeshare Developer acknowledge that the Timeshare Annual Allocated Share of Assessments is being implemented for the purposes of assuring that all Members of the Association pay a fair portion of costs, fees and expenses (capital or otherwise) related to the Beach Park Facilities. The Timeshare Annual Allocated Share of Assessments is intended to replace Common Assessments, special assessments (including those for capital expenditures as set forth above) and user fees otherwise payable by the Timeshare Property and related to the ordinary use of the Beach Park Facilities by the Timeshare Property. Except as expressly permitted in this Supplement, the Association and Declarant may not impose against the Timeshare Property additional Common Assessments, special assessments (including those for capital expenditures as set forth above) or user fees related to the ordinary use of the Beach Park Facilities by the Timeshare Property or Timeshare Users. If the Association imposes additional Common Assessments or user fees related to the ordinary use of the Beach Park Facilities against the Timeshare Property, then, the Timeshare Property and the Timeshare Association shall not be required to pay the Timeshare Annual Allocated Share of Assessments. In such a case, the Timeshare Property's and the Timeshare Association's share of Common Assessments shall be as set forth in the Declaration (prior to this Supplement) and shall be in proportion to the number of votes allocated to the timeshare units in relation to the total number of votes for all Members of the Association as originally set forth in the Declaration and such Common Assessments shall be limited solely to expenses related to the Beach Park Facilities.

The parties acknowledge that the Timeshare Association or the Timeshare Developer anticipate entering into an agreement providing that Timeshare Users shall utilize the shuttle boat provided by the Hotel/Conference Center to access the Beach Park Facilities. In the event that the Timeshare Association or the Timeshare Developer enter into such an agreement, then, notwithstanding any provision of this Section 4.4 to the contrary, to the extent that Timeshare Users use the Hotel/Conference Center shuttle boat, (a) they shall not be considered Timeshare Users for the purpose of calculating the Timeshare Use Percentage, and (b) such user shall be

considered a guest or invitee of the Hotel/Conference Center Property for purposes of calculating the "Hotel Annual Allocated Share of Assessments" under the Sixty-Eighth Supplement. Hyatt Equities, L.L.C., a Delaware limited liability company, and a party to the Sixty-Eighth Supplement joins in this Supplement solely for the purposes of acknowledging the terms of this paragraph.

5. Beach Park/Common Area. The Beach Park Facilities have been and are designated by Declarant and the Association to be the sole General Common Area (and therefore the sole Association property available for general use by the Timeshare Users). Such designations may not be amended, modified or repealed by the Declarant or the Association in a manner which shall operate to further materially adversely limit or materially adversely effect the rights of the Timeshare Developer, the Timeshare Association and Timeshare Users, and no additional General Common Area may be added without the prior written consent of the Timeshare Developer or upon recording of the Timeshare Declaration, the Timeshare Association. Timeshare Users shall have the same rights to use and access the Beach Park Facilities as all other Members.

6. Easements. The Timeshare Property and Timeshare Users shall have and are hereby granted a non-exclusive easement over any portion of the Exclusive Common Area and other Association Property as may be reasonable for access ingress, egress and such other reasonable uses as may be necessary or reasonably helpful to the Timeshare Property and Timeshare Users for the use, service and enjoyment of the Timeshare Property or the General Common Areas. The rights of Timeshare Users to use and access of the Beach Park also shall be upon and subject to the terms, restrictions and limitations set forth in Exhibit "D" to the "Sixty-Eighth Supplement" (as such term is subsequently defined). The Timeshare Developer hereby adopts and consents to the rules and regulations set forth in Exhibit "D" to the Sixty-Eighth Supplement Declaration. The terms and conditions of Exhibit "D" may not be amended, revoked or enforced in a discriminatory fashion, nor may any other rules and regulations be adopted, so as to materially and adversely effect the rights and obligations of Interval Owners or Timeshare Users, or the use and enjoyment by Timeshare Users of the Beach Park.

7. Other Contracting. No provision of this Supplement shall be construed to prevent the Timeshare Property, Timeshare Association or Timeshare Users from privately contracting with Association to provide the Timeshare Property or Timeshare Users with certain services or use of certain Association amenities. Declarant has no obligation or liability in connection with any such arrangements.

8. Conflicts Between Provisions. In the event of any conflict between the provisions of Declaration and the provisions of this Supplement, the provisions of this Supplement shall control.

9. Declarant's Rights. Without the Timeshare Developer's consent (so long as the Timeshare Developer owns any portion of the Timeshare Property, and thereafter with the Timeshare Association's consent, which consent may be given or withheld in their respective sole and absolute discretion), Declarant and the Association may not modify, amend, delete, waive or add to this Supplement or any part thereof; nor may Declarant or the Association modify, amend, delete, waive or add to the Declaration or exercise any rights thereunder; in a manner which will materially and adversely affect the rights and obligations of the Timeshare Developer, the Timeshare Association or the Timeshare Users, as set forth herein; provided, however, Declarant and the Association reserve any and all rights not waived or limited herein. The execution of this Supplement by the Association shall not be deemed to require that the Association execute any other supplements to the Declaration, whether or not such additional supplements deal with the subject matters set forth in this Supplement. Pursuant to Section 13 of Article I of the Declaration, Declarant reserves the right to assign any of its rights under the Declaration to the Timeshare Developer (subject to the consent of the Timeshare Developer and to make such assignment (at Declarant's sole discretion) effective as of the date of this Supplement.

11. Covenants Running with the Land. The covenants, easements, conditions, restrictions and other provisions under this Supplement shall run with the land and bind the property described in Exhibits "A," "B" and "C" to this Supplement and shall inure to the benefit of and be enforceable by Declarant, the Timeshare Developer (for so long as it owns timeshare units,

timeshare intervals or any of the Timeshare Property) and the Timeshare Association for a term of thirty (30) years from the date of this Supplement is recorded, after which time these provisions shall be automatically extended for successive periods of ten (10) years. Any time after the initial (30) year period provided for in this Paragraph, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument providing for the termination or modification executed by the Timeshare Developer (for so long as it owns any timeshare unit, timeshare interval or Timeshare Property) and the Timeshare Association and the Association agreeing to the termination or modification.

12. Waiver. Any waiver by Declarant, the Timeshare Developer or Timeshare Association of any provisions of this Supplement or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

13. Severability. If any paragraph, phrase or portion of this Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing, for any reason, is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.

14. Effective Date. The effective date of this Supplement shall be the date it is recorded in the Public Records of Lee County, Florida.

IN WITNESS WHEREOF, the undersigned have executed this Supplement on the date first set forth above.

Melanie Sciri

Witness

Melanie Sciri

Printed Name of Witness

[Signature]

Witness

Robin Heffman

Printed Name of Witness

WCI COMMUNITIES, INC.  
a Delaware corporation

By: [Signature]

Title: BRUCE PRES

Name: VIVIAN HASTINGS

STATE OF FLORIDA )

COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of Nov., 2000 by Vivien Hastings who is the Sr. Vice President of WCI COMMUNITIES, INC. a Delaware corporation on behalf of said partnership who is personally known to me or has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

 **Carin A. Rupp**  
Commission # CC 751157  
Expires Dec. 8, 2000  
BONDED THRU  
ATLANTIC BONDING CO., INC

Carin A. Rupp  
Signature of Notary Public  
Print Name: Carin A. Rupp  
My Commission Expires: 12-8-00

Witness:

Pelican Landing Timeshare Ventures Limited, Partnership, a Delaware limited partnership  
By: HTS-COCONUT POINT, INC., a Delaware corporation, its general partner

Sue Peary  
SUE PEARY  
Printed name of witness

By: [Signature] HTC  
Its: VP  
Name: John M. Burlingham

Susan A. Burke  
Susan A. Burke  
Printed name of witness

STATE OF ILLINOIS )  
COUNTY OF COOK . )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of NOVEMBER, 2000, by JOHN M. BURLINGAME who is the V.P. of HTS-COCONUT POINT, INC., a Delaware corporation and general partner of Pelican Landing Timeshare Ventures Limited Partnership, a Delaware limited partnership, on behalf of the corporation and the partnership, who is personally known to me or has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

Pamela Lynn Keith  
Signature of Notary Public  
Print Name: Pamela Lynn Keith  
My Commission Expires: 4/16/01

(SEAL)



Laurel Y. Sitterly  
Witness

PELICAN LANDING COMMUNITY  
ASSOCIATION, INC.  
A Florida not-for-profit corporation

LAUREL Y. SITTERLY  
Printed Name of Witness

Anneliese Sitterly  
Witness

By: [Signature]  
Title: KENNETH HAYDEN  
Name: PRESIDENT

Anneliese Sitterly  
Printed Name of Witness

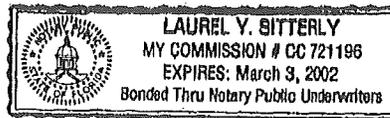
STATE OF FLORIDA )

COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 18 day of DEC, 2000 by KENNETH HAYDEN who is the PRESIDENT of Pelican Landing Community Association, Inc. a Florida not-for-profit corporation on behalf of said partnership who is personally known to me or has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

Laurel Y. Sitterly  
Signature of Notary Public  
Print Name: LAUREL Y. SITTERLY  
My Commission Expires:



Joined in for the purposes of acknowledging Section 4.4:

Regina J. Para  
Witness  
Regina J. Para  
Printed name of witness

HYATT EQUITIES, L.L.C., a Delaware limited liability company

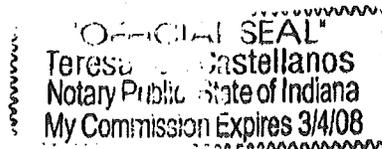
Sue Peary  
Witness  
SUE PEARY  
Printed name of witness

By: Sara L. Hays  
Title: Vice President  
Name: Sara Hays

STATE OF Indiana )  
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2000, by Sara Hays who is the VP of Hyatt Equities, L.L.C., a Delaware limited liability company, on behalf of said corporation who is personally known to me or has produced \_\_\_\_\_ as evidence of identification.

Teresa C. Castellanos



# JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

2158 JOHNSON STREET  
TELEPHONE (813) 334-0046  
TELECOPIER (813) 334-3861  
POST OFFICE BOX 1550  
FORT MYERS, FLORIDA  
33902-1550

December 3, 1990

## DESCRIPTION PARCELS IN

SECTIONS 7, 8, 9, 16, 17, 18 & 20, T. 47 S., R. 25 E.  
LEE COUNTY, FLORIDA

CARLE JOHNSON  
1911-1989

A tract or parcel of land lying in Sections 7, 8, 9, 16, 17, 18 and 20, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

Beginning at a concrete monument marking the northwest corner of said Section 20 run S 00° 35' 25" E along the east line of said section for 2659.47 feet to the southeast corner of the northeast quarter (NE-1/4) of said section; thence run S 00° 38' 52" E along said east line for 734.90 feet to an intersection with the approximate centerline of Spring Creek; thence run along said centerline the following courses: S 78° 50' 00" W for 181.31 feet, N 34° 24' 12" W for 230.22 feet, N 30° 59' 12" W for 174.93 feet, N 24° 25' 16" E for 120.83 feet, S 65° 47' 43" E for 219.32 feet, N 18° 24' 43" E for 158.11 feet, N 75° 11' 47" W for 351.71 feet, N 65° 09' 33" W for 451.88 feet, N 84° 18' 44" W for 351.75 feet, N 66° 54' 31" W for 445.79 feet, S 63° 24' 43" W for 134.16 feet, S 03° 23' 22" E for 170.29 feet, S 50° 30' 17" W for 220.23 feet, N 84° 49' 43" W for 331.36 feet, S 62° 13' 07" W for 214.71 feet, S 22° 08' 36" W for 291.55 feet, S 72° 15' 11" W for 131.22 feet to an intersection with the east line of the southwest quarter (SW-1/4) of said Section 20; thence run N 00° 50' 19" W along said east line for 520.00 feet to the northeast corner of said fraction; thence run S 89° 58' 37" W along the north line of said fraction for 290.00 feet to an intersection with the approximate centerline of the most easterly branch of said Spring Creek; thence run along said centerline the following courses: N 09° 13' 28" W for 137.34 feet, N 29° 08' 22" W for 590.59 feet, N 38° 31' 58" W for 278.03 feet, N 65° 16' 43" W for 254.95 feet, N 37° 18' 28" W for 286.01 feet, N 32° 51' 05" E for 252.39 feet, N 20° 11' 00" E for 236.69 feet, N 27° 23' 47" W for 369.25 feet, S 89° 15' 43" W for 50 feet more or less to the easterly shore of said Spring Creek; thence run along said easterly shore for 1220 feet more or less to an intersection with the north line of said Section 20; thence run N 89° 15' 13" E along said north line of said section for 970 feet more or less to a concrete monument marking the northwest corner of the northeast quarter

CHAIRMAN  
ARCHIE T. GRANT, JR.

PRESIDENT  
FORREST H. BANKS

JOSEPH W. EBNER  
STEVEN K. MORRISON  
ANDREW D. TILTON  
JEFFREY C. COONER

DAN W. DICKEY  
KENTON R. KEILING  
GEORGE J. KALAL  
MICHAEL L. HARMON  
THOMAS L. FENDLEY  
W. DAVID KEY, JR.  
W. BRITT POMEROY  
CARL A. BARRACO  
GARY R. BULL  
KEVIN M. WINTER

CONSULTANTS  
LESTER L. BULSON  
ROBERT S. O'BRIEN

EXHIBIT "A"  
Page 1 of 8

00052761830

DR BK 03352 PG 2502

Parcels in Sections 7, 8, 16, 17, 18 & 20, T. 47S., R. 25 E.  
 December 3, 1990  
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(NE-1/4) of said Section 20; thence run N 00° 31' 30" E along the west line of the southeast quarter (SE-1/4) of said Section 17 for 2644.38 feet to an intersection with the south line of Spring Creek Road as described in Deed Book 305 at Page 276, Lee County Records; thence run S 89° 58' 35" E along said south line for 653.92 feet to an intersection with the east line of the northwest quarter (NW-1/4) of the northwest quarter (NW-1/4) of the southeast quarter (SE-1/4) of said Section 17; thence run N 00° 19' 19" E along said east line for 30.00 feet to an intersection with the north line of the southeast quarter (SE-1/4) of said Section 17; thence run S 89° 58' 35" E along the north line of said fraction for 461.34 feet to the southeast corner of lands described in Official Record Book 1713 at Page 1188 of said public records; thence run N 00° 41' 04" W for 668.20 feet to the northeast corner of said lands; thence run N 89° 50' 32" W along the north line of said lands for 366.38 feet to the easterly line of said Spring Creek Road (50 feet wide); thence run N 00° 07' 58" E for 2007.04 feet to an intersection with the south line of the southeast quarter (SE-1/4) of said Section 8; thence continue N 00° 07' 17" E along said east line for 343.54 feet; thence run S 89° 38' 58" E for 10.00 feet; thence run N 00° 07' 17" E along said east line for 499.94 feet to the southwest corner of lands described in Official Record Book 428 at Page 349, said public records; thence run S 89° 21' 02" E along the south line of said lands for 536.00 feet; thence run N 00° 07' 17" E along the east line of said lands for 474.33 feet; thence run N 89° 21' 02" W along the north line of said lands for 546.00 feet to an intersection with the easterly line of said Spring Creek Road; thence run N 00° 07' 17" E along said east line for 1292.76 feet to an intersection with the south line of Coconut Road (50 feet wide); thence run S 89° 16' 14" E along said south line for 1802.38 feet to an intersection with the west line of said Section 9; thence run N 00° 39' 58" W along said west line for 25.00 feet to a concrete monument marking the northwest corner of the southwest quarter (SW-1/4) of said section; thence continue along said west line N 00° 39' 58" W for 5.00 feet to an intersection with the south line of said Coconut Road as described in Official Record Book 1738 at Page 2538, said public records; thence run S 89° 35' 50" E along said south line for 3164.37 feet to an intersection with the west line of Tamiami Trail (State Road No. 45); thence run S 00° 10' 56" W along said west line for 621.81 feet to a point of curvature; thence run southerly and southeasterly along said west

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line, along the arc of a curve to the left of radius 5797.58 feet (chord bearing S 04° 57' 34" E) (chord 1039.14 feet) (delta 10° 17' 00") for 1040.54 feet to a point of tangency; thence run S 10° 02' 35" E along said westerly line for 938.08 feet to an intersection with the north line of the northeast quarter (NE-1/4) of said Section 16; thence run S 89° 23' 00" W along said north line for 708.94 feet to the northwest corner of said northeast quarter (NE-1/4) of Section 16; thence run S 00° 02' 54" W along said west line of the northeast quarter (NE-1/4) for 2643.98 feet to the southwest corner of the northeast quarter (NE-1/4); thence run N 89° 10' 34" E along the south line of said fraction for 538.06 feet; thence run S 00° 06' 43" E for 1085.91 feet; thence run N 89° 06' 43" E for 744.41 feet to an intersection with the west line of said Tamiami Trail; thence run southerly along said west line, along the arc of a non-tangent curve to the right of radius 5619.58 feet (chord bearing S 00° 22' 05" E) (chord 50.21 feet) (delta 00° 30' 42") for 50.21 feet to a point of tangency; thence run S 00° 06' 43" E along said west line for 49.81 feet; thence run S 89° 06' 43" W for 300.00 feet; thence run S 00° 06' 43" E for 1445.82 feet to an intersection with the south line of the southeast quarter (SE-1/4) of said Section 16; thence run S 89° 16' 54" W along said south line of said fraction for 989.41 feet to the southeast corner of the southwest quarter (SW-1/4) of said Section 16; thence run S 88° 38' 34" W along said south line of said southwest quarter (SW-1/4) for 2627.98 feet to the Point of Beginning.

ALSO

All of Government Lot 1, Section 7, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Beginning at a concrete monument marking the northeast corner of Government Lot 1 of said Section 7 run S 01° 07' 45" E along the east line of said Section 7 for 1252.52 feet to the southeast corner of said Government Lot 1; thence run S 89° 33' 42" W along the south line of said Government Lot for 1747.82 feet to a concrete post at the waters of Estero Bay; thence run northerly and westerly along the waters of Estero Bay to an intersection with the north line of said Section 7; thence run N 89° 48' 31" E along said north line for 2575 feet more or less to the Point of Beginning.

ALSO

From a railroad spike marking the northwest corner of the southwest quarter (SW-1/4) of said Section 8 run S 00° 23' 24" E along the west line of said fraction for

Parcels in Sections 7, 8, 16, 17, 18 & 20, T. 47 S., R. 25 E.  
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25.00 feet to an intersection with the south line of Coconut Road (50 feet wide) and the Point of Beginning. From said Point of Beginning run S 89° 16' 14" E along said south line for 3253.00 feet to an intersection with the west line of Spring Creek Road; thence run S 00° 07' 17" W along said west line for 2610.71 feet to an intersection with the south line of said Section 8; thence run S 00° 07' 58" W along said west line for 2676.47 feet to an intersection with the south line of said Section 17; thence run S 89° 58' 35" E along said south line for 35.43 feet to an intersection with the east line of Coconut Road as described in Deed Book 305 at Page 276, public records of Lee County, Florida; thence run N 00° 19' 19" E along said east line for 30.00 feet; thence run N 89° 58' 35" W along the north line of Coconut Road for 653.66 feet to an intersection with the east line of the northwest quarter (NW-1/4) of said Section 17; thence run N 89° 59' 08" W along said north line for 404.79 feet to the southeast corner of lands described in Official Record Book 411 at Page 759 of said public records; thence run N 01° 31' 36" E along the east line of said lands for 960.34 feet; thence run N 89° 59' 08" W along the north line of said lands for 2200.77 feet to an intersection with the east line of the northeast quarter (NE-1/4) of said Section 18; thence run N 89° 59' 08" W for 1840 feet more or less to the waters of Estero Bay; thence run northerly along the waters of Estero Bay for 8300 feet more or less to an intersection with the north line of the south half (S-1/2) of Government Lot 2 of said Section 7; thence run N 89° 32' 15" E along the north line of said Government Lot 2 for 545 feet more or less to the northwest corner of lands described in Official Record Book 1895 at Page 3817 of said public records; thence run S 08° 50' 45" E along the west line of said lands for 199.50 feet; thence run N 89° 32' 15" E along the south line of said lands for 247.50 feet; thence run N 89° 35' 27" E for 666.22 feet; thence run N 89° 32' 15" E for 239.00 feet to an intersection with the west line of Coconut Road; thence run S 01° 07' 45" E along said west line for 488.63 feet; thence run N 89° 40' 05" E along the south line of said Coconut Road for 24.55 feet to the Point of Beginning.

LESS and EXCEPT lands described in Official Record Book 1677 at Page 3516 of the public records of Lee County, Florida.

089052 PG 1833

OR BK 03362 PG 2505

JOHNSON ENGINEERING, INC.

Parcels in Sections 7, 8, 16, 17, 18 & 20, T. 47 S., R. 25 E.  
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Containing 1806.2 acres more or less.  
Bearings hereinabove mentioned are based on the east boundary line  
of Pelican's Nest Unit No. 1 as recorded in Plat Book 41 at Pages  
58 through 60 of the public records of Lee County, Florida.

WBP/pd  
18445

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W. BRITT POMEROY, JR.  
Professional Land Surveyor  
Florida Certificate No. 4448

EXHIBIT "A"  
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DRS 052 Pg 1 of 3

DR BK 03362 PG 2506

# JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

2158 JOHNSON STREET  
TELEPHONE (813) 334-0048  
TELECOPIER (813) 334-3661  
POST OFFICE BOX 1330  
FORT MYERS, FLORIDA  
33902-1330

September 4, 1990

## DESCRIPTION PARCEL IN

SECTIONS 13 & 24, T. 47 S., R. 24 E.  
BIG HICKORY ISLAND, LEE COUNTY, FLORIDA

CARL E. JOHNSON  
1911-1988

A tract or parcel of land lying in Government Lot 3, Section 13 and Government Lot 2, Section 24, Township 47 South, Range 24 East, Big Hickory Island, Lee County, Florida which tract or parcel is described as follows:

From the center of a turnaround on State Road No. 867 (Bonita Beach Road) being S.R.D. Station 19184.75 and N 24° 28' 41" W along the northern prolongation of said centerline of State Road No. 865 for 266.00 feet; thence run S 62° 26' 49" W for 98.40 feet; thence run N 27° 33' 11" W for 1863.42 feet; thence run N 20° 00' 41" W for 1403.30 feet; thence run N 65° 00' 00" E for 313.91 feet to the Point of Beginning.

From said Point of Beginning run N 18° 55' 11" W for 97.51 feet, N 22° 26' 23" W for 100.53 feet, N 23° 09' 50" W for 100.14 feet, N 14° 51' 19" W for 73.01 feet, N 27° 40' 10" W for 88.01 feet, N 29° 33' 57" W for 46.01 feet, N 22° 14' 53" W for 47.27 feet, N 20° 39' 23" W for 46.98 feet, N 11° 15' 38" W for 29.80 feet, N 26° 10' 46" W for 46.87 feet, N 09° 09' 45" W for 48.26 feet, N 17° 35' 56" W for 46.04 feet, N 12° 49' 07" W for 50.04 feet, N 29° 20' 48" W for 69.12 feet, N 20° 48' 58" W for 63.82 feet; thence run N 79° 23' 51" W for 247 feet more or less to an intersection with the Approximate Mean High Water Line of the Gulf of Mexico; thence run northerly and northeasterly along said waters for 1140 feet more or less to an intersection with the south line of lands described in Official Record Book 198 at Page 188 of the public records of Lee County, Florida; thence run along said south line, along the arc of a curve to the right of radius 12000.00 feet for 783 feet to an intersection with the Waters of New Pass; thence run southerly, easterly, southwesterly and southerly along said waters for 4080 feet more or less to an intersection with a line bearing N 65° 00' 00" E and passing through the Point of Beginning; thence run S 65° 00' 00" W for 181 feet more or less to the Point of Beginning.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

CHAIRMAN  
ARCHIET. GRANT, JR.

PRESIDENT  
FORREST H. BANKS

JOSEPH W. EBNER  
STEVEN K. MORRISON  
ANDREW D. TILTON  
JEFFREY C. COONER

DAN W. DICKEY  
KENTON R. KEILING  
GEORGE J. KALAL  
MICHAEL L. HARMON  
THOMAS L. FENDLEY  
W. DAVID KEY, JR.  
W. BRITT POMEROY  
CARL A. BARRACO  
GARY R. BULL

CONSULTANTS  
LESTER L. BULSON  
ROBERT S. O'BRIEN

WBP/pd  
18601

W. BRITT POMEROY, JR.  
Professional Land Surveyor  
Florida Certificate No. 4448

EXHIBIT "A"  
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98052 PG 1835

OR BK 03362 PG 2507

## LEGAL DESCRIPTION

### LANDS OF SPRING CREEK WEST DRI

All that part of Section 21, Township 47 South, Range 25 East, Lee County, Florida lying north of the centerline of Spring Creek and lying west of the west right-of-way line of Tamiami Trail (U.S. 41) as recorded in Official Record Book 1000, page 85, Public Records of Lee County, Florida.

Subject to easements, restrictions and reservations of record.

Containing 323 acres, more or less.

## LEGAL DESCRIPTION

### LANDS OF L&L 210

Parcels lying in Section 5 and Section 8, Township 47 South, Range 25 East, Lee County, Florida, and more particularly described as follows and all consisting of 210 acres, more or less.

#### PARCELS IN SECTION 5:

Lots 8B, 9B, 10B, 11B, 12B, and Lots 21 B, 22B, 23B, 24B, and 25B of Florida Gulf Land Company Subdivision, all in Section 5, Lee County, Florida (recorded in Plat Book 1 at page 59), consisting of 100 acres.

Also:

Lot 8, Block 14 of El Dorado Acres, an unrecorded subdivision shown in Deed Book 310 at page 183 of the Public Records of Lee County, Florida.

Also:

The East three-quarters (E-3/4) of the Northwest one-quarter (NW-1/4) of the Southwest one-quarter (SW-1/4) of said Section 5, consisting of 30 acres, more or less.

Also:

The East two-thirds (E-2/3) of the Southwest one-quarter (SW-1/4) of the Southwest one-quarter (SW-1/4) of said Section 5, consisting of 26.67 acres, more or less.

#### PARCELS IN SECTION 8:

The East two-thirds (E-2/3) of the West one-half (W-1/2) of the Northwest one-quarter (NW-1/4) of said Section 8, consisting of approximately 53.55 acres, more or less, less the southerly 40.00 feet for the right-of-way of Coconut Road.

083052761836

DNR BK 03362 PG 2508

**LEGAL DESCRIPTION**  
**LANDS OF KERSEY RELEASE PARCEL 1**

A parcel of land located in the southwest one-quarter of Section 5 and the south one-half of Section 6, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

**COMMENCE** at the southwest corner of Section 5, Township 47 South, Range 25 East, Lee County, Florida; thence run S 88°17'05" E along the south line of said Section 5 for 424.38 feet to the east line of the west one-third of the southwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°13'46" W along said east line for 1304.24 feet to the north line of the west one-third of the southwest one-quarter of the southwest one-quarter; thence run N 88°47'05" W along said north line for 107.11 feet to the east line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°14'13" W along said east line for 202.32 feet to the **POINT OF BEGINNING**;  
thence run S 89°30'27" W for 1648.89 feet; thence run S 00°19'22" W for 520.95 feet; thence run N 89°10'01" W for 1643.24 feet to a calculated line of closure according to a survey prepared by Bean, Whitaker, Lutz & Barnes, Inc. on March 16, 1996; thence run N 23°35'45" W along said calculated line of closure for 393.13 feet to the north line of Government Lot 4, Section 6, Township 47 South, Range 25 East, Lee County, Florida; thence run S 89°10'01" E along said north line for 1792.64 feet; thence run N 00°19'22" E for 775.62 feet; thence run N 47°20'07" E for 523.62 feet; thence run S 80°12'45" E for 600.67 feet; thence run N 00°19'22" E for 162.50 feet; thence run S 89°40'38" E for 349.47 feet to the west line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°21'42" W along said west line for 92.78 feet to the north line of the southwest one-quarter of said Section 5; thence run S 89°17'05" E along said north line for 324.09 feet to the east line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run S 00°14'13" E along said east line for 1100.59 feet to the **POINT OF BEGINNING**.

Containing 50.00 acres, more or less.

Subject to easements, reservations or restrictions of record. c

Bearings hereinabove mentioned are based on the west line of the northwest one-quarter of Section 8, Township 47 South, Range 25 East, Lee County, Florida as bearing N 00°01'00" E.

Description of Hyatt Golf Resort Time Share Parcel,  
being a part of Section 5 and 6, Township 47 South,  
Range 25 East, Lee County, Florida

All that part of Section 5 and 6, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 6;

thence North 32°03'01" West 401.93 feet to the Point of Beginning of the parcel herein described;

thence North 35°11'25" West 153.86 feet;  
thence South 59°23'02" West 537.28 feet;  
thence North 31°15'19" West 104.97 feet;  
thence North 06°23'24" East 410.85 feet;  
thence North 35°42'31" West 280.13 feet;  
thence North 06°47'06" East 552.75 feet;  
thence North 13°36'10" West 175.93 feet;  
thence North 17°38'44" East 234.48 feet;  
thence North 62°05'42" East 445.07 feet;  
thence South 63°59'01" East 325.63 feet;  
thence South 20°24'37" East 663.90 feet;  
thence South 28°11'56" West 186.92 feet;  
thence South 16°04'11" East 265.70 feet;  
thence South 53°58'04" East 190.76 feet;  
thence South 22°12'52" East 87.71 feet;  
thence South 72°12'41" West 131.17 feet;  
thence South 69°10'37" West 363.26 feet;  
thence South 20°46'24" East 161.13 feet;  
thence South 60°31'34" West 62.68 feet to the Point of Beginning of the parcel herein described.

Subject to easements and restrictions of record.

Containing 32.17 acres more or less.

Bearings are based on the east line of said Section 6, being North 01°33'26" West.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By: \_\_\_\_\_  
John P. Maloney, P.S.M. #4493

Date \_\_\_\_\_

Ref. 4K-438

Not valid unless embossed with the Professional's seal.

**EXHIBIT " B "**

JR3052-1510330

From the intersection of the North line of Section 24-47-24 and the centerline of State Road #865, run South 20°24'30" East along the center line of said S.R. #865, for 1976.01 feet to the centerline of proposed 200 feet wide road right-of-way; thence South 67°00'10" West for 200 feet to the Westerly right-of-way line of S.R. 865 and the point of beginning; thence continue South 67°00'10" West 760 Feet; thence North 72°02'30" West 708.42 feet; thence North 32°06'40" West, 1378.61 feet; thence North 9°44'40" West, 185.26 feet; thence North 80°15'20" East, 50 feet; thence South 9°44'40" East, 164.69 feet; thence South 32°06'40" East, 1261.97 feet; thence South 72°02'30" East, 712.65 feet; thence North 67°00'10" East, 722.66 feet to the Westerly right-of-way line of S.R. #865; thence South 20°24'30" East along said right-of-way line 100 feet to the point of beginning.

EXHIBIT  
c

DR BK 03362 PG 2511

From the center of a turnaround on SR 865, a/k/a the Bonita Beach Road, being SRD station 19+04.75 according to current alignment on record in SRD R/W book at the Lee County Courthouse, run N.24°20'41"W.266 feet on the same course as the road centerline extending southerly of said turnaround; thence S.62°26'49"W. 98.4 feet; thence N.27°33'11"W.1063.42 feet; thence N.20°00'41"W.1603.3 feet; N.65°00'E.66.5 feet to a concrete monument; thence N.20°00'41"W. along a line of monuments a distance of 925 feet to a concrete monument and the P.O.B. From the P.O.B. run S.65°00'W. to the waters of the Gulf of Mexico, on this date being about 30 feet distant. Also from the P.O.B., run N.65°00'E. to the tidal waters of an inlet, passing a concrete monument at 133.5 feet, and meeting the waters of the inlet at a distance of about 140 feet from the P.O.B. on this date the land conveyed is the peninsula lying northerly of the last described line, and being further delineated by the following described meander line: FROM the P.O.B. run N.19°43'E. 998.50; N. 74°37'E. 414.84 feet; S.57°32' E. 130.38 feet; S.66°48'W. 418.86 feet; S.31°41'W.475.94 feet; S.14°26"W. 365.10 feet to the concrete monument mentioned above; thence along a line marking the southerly boundary of this tract S.65°00'W. 133.5 feet to the Point of Beginning. With full reparation rights, including any changes from avulsion, erosion, or accretion. BEING Lots 11 thru 23 inclusive, and the northerly 75 feet of Lot 10 of an unrecorded plat of Big Hickory Island, lying in G.L. 2, Section 24, Township 47S. Range 24 East, Lee County, Florida.

HC052 PG 1840

OR BK 03362 PG 2512

SR0052-16184-1

Commencing at GRB Station 19 plus 04.73, which point is the center of a turnaround at the Northern end of the Donita Beach Road, known also as Hickory Boulevard and State Road 8-065, thence along an extension of the centerline of said SR 8-065, North  $24^{\circ} 20' 41''$  West 266 feet more or less to a survey point; thence South  $62^{\circ} 26' 49''$  West 98.4 feet; thence North  $37^{\circ} 33' 11''$  West 1863.42 feet to a mangrove post; thence North  $20^{\circ} 00' 41''$  West 2201.3 feet; thence North  $65^{\circ}$  East 200 feet to the West right-of-way line of a proposed road and the point of beginning of this tract; thence North  $20^{\circ} 00' 41''$  West 100 feet along the right-of-way line of said proposed road; thence South  $65^{\circ}$  West 200 feet more or less to the water of the Gulf of Mexico; thence southwesterly along the shore of the Gulf of Mexico 100 feet more or less to a point which is South  $65^{\circ}$  West of the point of beginning; thence North  $65^{\circ}$  East 40 feet more or less to the point of beginning. Said tract being in Government Lot 3, Section 24, Township 47 South, Range 24 East, Lee County, Florida.

**RECORDER'S MEMO**

Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

DR BR 03362 PG 2513

Commence at Station 19 plus 41.75 of State Road 7-865, which point is the center of a circular turnaround at the Northern end of Donita Beach Road, also known as the Big Hickory Road 8-165; thence along an extension of the center line of said State Road 7-865, North 24°28'41" West 266 feet more or less to a survey point; thence South 62°26'49" West 98.4 feet; thence North 27°33'11" West 1863.43 feet to a mangrove post; thence North 20°0'41" West a distance of 1603.3 feet to a point which is the point of beginning of the lands herein described; thence run North 65° East to the waters of the bay; thence run South-erly along the meander line of the bay 200 feet to a point of intersection with a line parallel to the last described line and separated therefrom by a perpendicular distance of 200 feet; thence along said parallel line to the waters of the Gulf of Mexico; thence Northerly and Westerly along the waters of the Gulf of Mexico 200 feet more or less to a point of intersection with a Southerly and Westerly prolongation of the Northwesterly boundary line described above; thence along said line 30 feet more or less to the point of beginning (being the same property described in those deeds contained in Deed Book 336 at pages 233 and 235 of the Public Records of Lee County, Florida, the phraseology of the description having been changed for clarity and exactness). Being in Government Lot 3, Section 24, Township 47 South, Range 24 East, Lee County, Florida.

**RECORDER'S MEMO**

Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

That portion of Big Hickory Island lying in Government Lot 3, Section 13, Township 47 South, Range 24 East, and in Government Lot 2, Section 24, Township 47 South, Range 24 East, Lee County, Florida, as follows: Commencing at the location shown for an iron pin located at the high water mark at the Northernmost end of Big Hickory Island on a survey dated March 28, 1968 and revised April 22, 1968 by Amey, Inc. Engineering under their #3855, as a point of beginning; South 25° East for a distance of 1100 feet to a point, erect perpendiculars at both points, the land herein conveyed being that lying between these perpendiculars and bounded on the Westerly side by the waters of the Gulf of Mexico, on the Northerly side by the waters of New Pass and on the Easterly side by the waters of a shallow bay or bayou; LESS AND EXCEPT: That portion of land heretofore conveyed by Deed recorded in Official Record Book 24 at Page 466, Public Records of Lee County, Florida, and land heretofore conveyed by Deed recorded in Official Record Book 96 at Page 411, Public Records of Lee County, Florida.

03052 PG 2515

OR BK 03052 PG 2515